

Contract no. 1286

T

CONTRACT AGREEMENT

BETWEEN

BOROUGH OF ALPHA

AND

COUNCIL #73 AFSCME

JANUARY 1, 1992 - DECEMBER 31, 1993

LIBRARY  
INSTITUTE OF MANAGEMENT

SEP 25 1993

RUTGERS UNIVERSITY

## AGREEMENT

This Agreement made the 1st day of January 1992 between the Borough of Alpha, County of Warren (hereinafter referred to as Employer) and Council #73 AFSCME (hereinafter referred to as the Union) on behalf of the employees of the Borough of Alpha belonging to the unit whom it represents, in accordance with Chapter 303, Public Laws of the State of New Jersey 1968 and Amendment thereto.

## ARTICLE I

### RECOGNITION AND NEGOTIATING UNIT

The appropriate negotiating unit shall consist of truck driver of the Borough of Alpha, in the classified service, in any permanent position, whether such employees are of permanent status.

## ARTICLE II

### VISITATION OF PREMISES

Authorized representatives of the Union shall have the right to enter upon the premises of the employer during working hours after notice to the Director of the Street Department or, his absence, Assistant Director of the Street Department, for the purpose of conducting normal duties relative to the enforcement and administration of this Agreement, so long as such visits do not interfere with work being performed or with proper service to the public.

### ARTICLE III

#### CIVIL SERVICE RULES

The Administrative and Procedural provisions and controls of the Civil Service Law and the Rules and Regulations promulgated thereunder are to be observed as pertain to this contract.

### ARTICLE IV

#### LIABILITY CLAIMS AND INDEMNIFICATION

##### WORKMENS' COMPENSATION INSURANCE (SLI)

All present liability and claims indemnification as established in the Borough of Alpha will be enforced. Workmens' Compensation shall remain as is in effect at this time.

### ARTICLE V

#### EMPLOYER AUTOMOBILE INSURANCE

Employers agrees to maintain in full force and effect, liability insurance as currently carried by the Borough for its employees.

### ARTICLE VI

#### HOURS OF WORK

The employees of the Borough of Alpha in the Street Department, Water Department and Sewer Department will work the following hours. They will start at 7:00 a.m. and work until 3:30 p.m. with one-half hour lunch which is to be eaten on employees' own time. Employees will be granted a fifteen-minute coffee break from 9:00 a.m. to 9:15 a.m. These rules will be strictly enforced.

## ARTICLE VII

### TEMPORARY DISABILITY INSURANCE PLAN

Temporary Disability Insurance shall be the same plan as is presently in force covering Borough employees. (As required by law, the Borough shall provide workers with compensation insurance). This insurance may be provided on a premium insurance basis or on a self-insured basis by the Borough.

## ARTICLE VIII

### WAGES AND COMPENSATION

Wages for employees covered by this agreement shall be as follows:

	1992	1993
Henry Cairoli	26,129	27,435
Charles Olah	22,400	23,968
Dean Olah	22,400	23,968

During the terms of this agreement any new employee hired shall receive a base salary as determined by the Borough of Alpha. This salary shall not exceed the hourly rates established in this agreement. The amount of any increased compensation by reason of promotion or revised responsibilities shall be determined by the Borough.

## ARTICLE IX

### OVERTIME

Members of this bargaining unit in full-time positions shall be paid time and one-half prorated on their current salary for such time as they are requested to work in excess of their normal work week. It shall be the policy of the Borough that no overtime shall be allowed for work which could be accomplished during normal working hours. All employees who are required to work Christmas or New Years shall receive double time for all hours worked together with their regular holiday pay.

Members of the bargaining unit who are called out for emergency purposes shall receive a minimum of two hours' pay at time and one-half the normal rate of pay.

On all other paid holidays that employees are required to work they shall receive time and one-half together with their regular pay.

## ARTICLE X

### MEDICAL BENEFITS

The Borough shall continue to provide coverage at the existing level for employees.

## ARTICLE XI

### SAFETY

The employer shall make reasonable provisions for the safety and health of employees during hours of employment. The employer shall discharge his responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment. The employer will set

up necessary job safety and health programs for all employees covered by this Agreement and shall provide a reasonably safe and healthful place of employment for all employees.

The parties agree to cooperate in maintaining and improving safe working conditions and health protection for the employees consistent with established safety standards and in the promotion of safety, safe working habits, and good housekeeping throughout the work Environment. If reasonably possible, each employee will comply with all safety rules and regulations. Safety shoes, safety goggles, rain apparel, coveralls etc., which are deemed essential and are requested as such by the supervisor will be provided. One pair of work shoes and three sets of work clothes (to be provided weekly through a local uniform rental vendor) will be provided for each man as of the date of this contract.

## ARTICLE XII

### HOLIDAYS

The paid holidays which are recognized as holidays, for the purpose of this agreement, are as follows:

New Years Day

Presidents Day

Good Friday

Memorial Day

July 4th

Labor Day

Election Day (General)

Thanksgiving Day

Friday after Thanksgiving

December 24th

Christmas Day

Employee's Birthday

## ARTICLE XIII

### VACATIONS

Employees covered by this agreement are eligible for vacation leaves with pay as follows:

1 working day vacation for each month of employment during the first year of employment.

12 working days of vacation from one through five years of service.

15 working days of vacation from five through twelve years of service.

20 working days of vacation from twelve through twenty years of service.

Vacation leave is credited and advanced at the beginning of the calendar year in anticipation of continued employment for the full year and may be used on the basis and in accordance with established employer policy. Vacation allowances must be taken during the calendar year at such time as permitted or directed by the supervisor, unless the supervisor has determined that it cannot be taken because of pressure of work. Only one year of earned vacation can be carried over into the succeeding year. When an employee has earned vacation in excess of one year the supervisor shall meet with the employee and arrange for such vacation time as is possible so that the time not be lost by the employee.

Upon separation from the Borough or upon retirement an employee shall be entitled to vacation allowance for the current year, pro-rated upon the number of months work in the calendar year. When a vacation allowance changes based on years of service during the calendar year, the annual allowance rate shall be computed on the basis of the number of full months.

The employer shall attempt to schedule work, insofar as possible, to preclude changes in vacation scheduling. Vacations of less than 5 consecutive days may be scheduled by mutual agreement between the employee and his supervisor. Twenty four (24) hour notice must be given for a request for one (1) vacation day. Requests for 5 or more vacation days must be given in writing at least two weeks prior to requested time.



If a permanent employee dies having vacation credits, a sum of money equal to the compensation figured on his salary rate at the time of death shall be paid to his estate or legal representative.

Employees shall not be credited with vacation time if they are on an approved leave of absence without pay for periods in multiples of one month or the major part thereof.

#### ARTICLE XIV

##### SICK LEAVE

Sick leave shall accumulate at the rate of one day per month in the first calendar year of service, commencing in the first month or major portion thereof, from the date of hire.

Sick leave shall accumulate year to year with one day a month credited to the employee at the beginning of each successive month, and an additional day added every four months, for a total of 15 days per year.

Employees shall not be credited with sick leave days if they are on an approved leave of absence without pay for periods in multiples of one month or major part thereof.

Sick leave may be utilized by employees when they are unable to perform work by reason of personal illness, or illness in the immediate family, accident or exposure to contagious disease. In cases of illness, whether of short or long term, the employee is required to notify his superior of the reason for absence at the earliest possible time but in no event less than his usual reporting time or other time as required or necessitated by the circumstances.

If an employee is absent for five consecutive days (working) a doctor's certificate shall be required upon returning to work. For sick leave totaling more than fifteen days in a calendar year, a doctor's certificate shall be required upon returning to work. Sick leave taken with a doctor's certificate is not included within the fifteen days aforementioned.

Up to two weeks accumulative sick leave shall be approved to any employee for emergency attendance upon a member of his immediate family (father, mother, spouse, child, foster child, sister, brother).

Up to two weeks accumulative sick leave shall be approved because of death in the immediate family. Additional sick leave may be granted by the Borough of Alpha if special circumstances so require.

If an employee leaves the employment of the Borough, under honorable conditions, after 20 years of service with the Borough, or upon retirement, said employee shall be paid one-half of their unused sick leave.

#### ARTICLE XV

##### BEREAVEMENT LEAVE

An employee shall be granted Bereavement Leave of three (3) days which are non-cumulative, for death in the employee's family.

The employee's family is defined as spouse, child, stepchild, foster child, brother, sister, mother, father, mother-in-law, and father-in-law.

ARTICLE XVI  
MANAGEMENT RIGHTS

The Borough shall have the right to determine all matters concerning the management and administration of the Borough, subject to the provisions of this agreement.

The Borough shall have the right to make such reasonable rights and regulations respecting the on-duty conduct of the member employees, not in conflict with this agreement, as it may from time to time deem best, for the purpose of maintaining order, safety and/or efficient operations. The Borough agrees prior to the adoption of such additional rules and regulations to advise the unit of the proposed rule or regulation changes, and will afford the member of the unit the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

ARTICLE XVII  
PAYROLL DEDUCTION OF UNION DUES

The Borough agrees to deduct from the salaries of bargaining unit members dues to the Union, Council 73, AFSCME exclusively as the majority representative for said employees. Deductions shall be made when authorized in writing to do so by each employee.

Deductions shall be made in compliance with the law each pay period and monies collected shall be transmitted to Council 73, AFSCME, 3635 Quakerbridge Road, Trenton, N.J. 08619 by the 15th of each month following collection. The employee shall indicate in writing to the proper disbursing officer of the Borough his desire to have any deductions made from his salary for the purpose of paying the employee dues.

The amount of monthly membership dues will be certified by the Director of the Council 73, AFSCME, in writing to the Borough. An employee may withdraw dues deductions from the Union on July 1 of each year provided however, that said employee gives notice of his desire to withdraw to the Borough thirty (30) days in advance of his desire to withdraw. The filing of such notice of withdrawal shall be effective as of July 1 next succeeding the date on which notice of withdrawal is filed.

The Union shall notify the Employer of any change in dues structure thirty (3) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after the receipt of the request.

The Union will provide the necessary dues deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Borough. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Borough in reliance upon salary deductions authorization cards submitted by the Union.

#### ARTICLE XVIII

##### GRIEVANCE PROCEDURE

Grievance definition: A grievance is a claim that there has been a breach, misinterpretation, or improper application of the terms of this agreement, or

A claimed violation, misinterpretation, or improper application of rules or regulations, existing policy, or order, affecting the terms and conditions of employment.

A grievance must be filed initially within ten (10) calendar days from the date of which the act which is the subject of the grievance occurred or ten (10) calendar days from the date of which the grievant should reasonably have known of its occurrence, but in no instance shall a grievance be processed if filed more than ninety (90) calendar days from the date on which the employee should reasonably have known of its occurrence.

In the first instance, the grievant shall discuss the grievance informally with the Director of Streets. If the matter is not resolved in this manner, then the grievance, shall be reduced to writing and submitted to the Director of Streets, who shall submit his answer in writing within five (5) working days of receipt of the written grievance.

If the grievant is not satisfied with the answer of the Director of Streets, he must file the grievance with the Borough Council within five (5) working days of the receipt of the Director's reply.

The Council shall schedule a hearing on the grievance within fifteen (15) calendar days of receipt of the grievance. At this hearing the grievant may be represented by an AFSCME Council Representative.

The Council shall render its decision on the grievance no later than thirty (30) calendar days after the close of the hearing.

If the grievant is still not satisfied with the answer of the Borough Council, the Union may move the matter to binding arbitration within fifteen (15) calendar days of receipt of the answer by the Borough Council.

The Public Employment Relations Commission shall be requested to furnish the parties with a panel of arbitrators in accordance with the prevailing rules and regulations of the Commission. The arbitrator shall hear the grievance and render his award within thirty (30) days from the close of the hearing. The award shall be final and binding and the expenses of the arbitration, including the arbitrator's fee will be shared equally by the Borough and the Union.

Failure to pursue the grievance within the time limits at any step shall mean that the grievance has been dropped.

#### ARTICLE XIX

##### DISCIPLINE

Employees may be disciplined for just and proper cause.

Discipline consists of official reprimand, suspension without pay, demotion or removal.

In any case of discipline for five days or less, or official reprimand, the employee may grieve the action and the grievance shall proceed as set forth in the grievance procedure.

In case of suspensions of more than five days, removal or demotion, the employee must first be served with a disciplinary notice setting forth the charges and specifications.

If the employee so requests, he shall be granted a hearing on his appeal and may be represented at hearing by an AFSCME staff representative.

All such hearings shall follow the following form:

1. Reading of charges and specifications
2. Presentation of case by the Borough

3. Presentation of case by the appellant
4. Rebuttal by the Borough and the appellant if necessary
5. Summation of the case by the Borough
6. Summation of the case by the appellant

Direct and cross-examination of witnesses shall be allowed.

Either party may request that witnesses be sequestered.

The hearing officer shall render his decision within twenty (20) days of the close of the hearing. Said decision shall include the finding of fact, discussion of testimony and evidence, and conclusion based on findings of fact.

## TERMS OF AGREEMENT

The terms and effect of this Agreement shall be in force commencing January 1, 1992 and shall remain in effect and in full force through December 31, 1993.

It shall be automatically renewed from year to year thereafter unless either party shall give written notice sixty (60) days prior to the anniversary date of its desire to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the periods of negotiations.

Copies of this Agreement when executed shall be distributed to all employees. Cost of printing shall be shared by both parties involved, if this should prove necessary.

IN WITNESS WHEREOF, the Employer and Association have caused this Agreement to be signed by their duly authorized representative as of the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST

S/S CLERK

BOROUGH OF ALPHA

*[Signature]*  
S/S MAYOR

ATTEST-NEGOTIATION COMMITTEE

COUNCIL #73

*[Signature]*

S/S

S/S

*[Signature]*

S/S

S/S

*[Signature]*

S/S

S/S

*[Signature]*